Oocket No: AM100780
Patent

Assignment of Invention

In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR:

(1) Full Name of Inventor: Leah Diane FLETCHER Residence: 37 Second Street, Geneseo, NY 14454

Citizenship: United States of America

(2) Full Name of Inventor: John Calhoun MCMICHAEL Residence: 186 Canterbury Road, Rochester, NY 14607

Citizenship: United States of America

- (3) Full Name of Inventor: David Parrish RUSSELL Residence: 240 North Pleasant Street, Canandaigua, NY 14424 Citizenship: United States of America
- (4) Full Name of Inventor: Robert John ZAGURSKY
 Residence: 569 Fox Hunt Drive, Victor, NY 14564
 Citizenship: United States of America
- (5) Full Name of Inventor:

Residence: Citizenship:

(6) Full Name of Inventor:

Residence: Citizenship:

hereby sells, assigns and transfers to ASSIGNEE:

Wyeth Five Giralda Farms Madison, New Jersey 07940

Docket No: AM100780

Patent

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

ALLOIOCOCCUS OTITIDIS OPEN READING FRAMES (ORFs) ENCODING POLYPEPTIDE ANTIGENS, IMMUNOGENIC COMPOSITIONS AND USES THEREOF

and invented by ASSIGNOR and the following additional inventors, if any:

and which is found in U.S. Application No. 10/501,282 filed on: July 9, 2004.

[also check if foreign application(s) is(are) also being assigned]

and any legal equivalent thereof in a foreign country,

the date of filing and application number of said U.S. application when known, to be inserted above, including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any subsequently filed provisional, nonprovisional, continuation, divisional, renewal, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefore and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefore in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

Jocket No: AM100780

Patent

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to its ASSIGNEE.

Frak Diane Fletcher 8/9/04
Leah Diane FLETCHER Date
ACKNOWLEDGMENT
:
State of New York }
00'
County of MDNTCE.
On the Oth day of Aug 2004, Lea Diane FLETCHER personally appeared before me,
known by me to be the same person described in and who executed the foregoing
instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.
Notary Public, State of New York
No. 01HI6075397 Monroe County Notary Public
Commission Expires June 03, 2006
OI OMM DO
John (MM whall day 11, 3004
John Calhoun MCMICHAEL Date
·
<u>ACKNOWLEDGMENT</u>
State of New York }
Ss:
County of The true }
On the day of 2004, John Calhoun MCMICHAEL personally appeared before
me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and
for the purposes set forth.
MARIO 2 (1 TO COME
Notary Public
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
RHRAN CICCONE

BUSAN CICCONE
Notary Public, State of New York
Heg. No. 01 Cl6042383
Quelified in Monroe County
My Commission Expires May 22,

Docket No: AM100780 Patent ACKNOWLEDGMENT New York State of ss: County of On the day of Azalis2004, David Parrish RUSSELL personally appeared before me, known by me to be the same person described in and who executed the foregoing instrumenMandwadkagy/adjed that he/she executed the same, of his/her own free will and for the opening esses, seathforthew york No. 01HA6084727 QUALIFIED IN MONROE COUNTY MY COMMISSION EXPIRES DEC. 16, 2006 **ACKNOWLEDGMENT** State of New York ss: County of

On the High day of August 2004, Robert John ZAGURSKY personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

ROSEANN D. JASTROW NO. 01JA6085816 QUALIFIED IN ROCKLAND COUNTY MY COMMISSION EXPIRES 01-08-2071

Notary Public